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ANTHONY THOMAS and WENDI
THOMAS and AT EMERALD, LLC

ELECTRONICALLY FILED
July 14, 2014

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

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In Re:
ANTHONY THOMAS and
WENDI THOMAS,

AT EMERALD, LLC,

Debtors.

Case No. BK-N-14-50333-BTB
Case No. BK-N-14-50331-BTB
Chapter 11 Cases

[Jointly Administered]

EX PARTE MOTION TO FILE ORDER
ON MOTION TO SELL UNDER SEAL

Debtor, AT EMERALD, LLC, a Nevada limited liability company (hereinafter “AT Emerald” or “Debtor”), by and through its undersigned counsel, Holly E. Estes, Esq., of the Law Offices of Alan R. Smith, hereby files its Ex Parte Motion to File Order on Motion to Sell Under Seal (“Motion”). This Motion is made and based upon Federal Rule of Bankruptcy Procedure 9018, Local Rule 9018, the points and authorities set forth below, the pleadings and papers on file herein, and such other matters as may be presented at the hearing hereon.

POINTS AND AUTHORITIES

A. Background.

On June 23, 2014, the Debtor filed its Motion To Sell Assets Free And Clear Of Liens And Motion to File Purchase and Sale Agreement Under Seal (the “Motion to Sell”). The

1 Motion to Sell sought authority for the Debtor to sell its only asset, a 21,000 carat emerald
2 (the “Emerald”).

3 Attached to the Motion to Sell as **Exhibit “A”** is a fully executed copy of the
4 Purchase And Sale Agreement (hereinafter the “Agreement”). Under the Agreement, the
5 purchaser agrees to purchase the Emerald for cash, payable at close of escrow. Pursuant to
6 the Agreement, both parties have requested that the purchase price not be disclosed in any
7 public document, but be filed with the Court under seal.

8 As set forth in the Sale Motion, the purchase price is sufficient to pay all creditors in
9 this case, as well as all creditors in the companion case of ANTHONY THOMAS and
10 WENDI THOMAS, Case No. BK-N-14-50333-BTB (the “Thomas Bankruptcy Case”) in
11 full. The purchase price is to be paid in cash, within three days following entry of an order
12 approving the sale or three days following the inspection and acceptance of the Emerald by
13 the purchaser.

14 Anthony and Wendi Thomas request that the purchase price remain undisclosed. As
15 set forth in 11 U.S.C. § 107(c), information need not be disclosed if it would create undue
16 risk of unlawful injury to the individual. As stated in Collier on Bankruptcy, ¶ 107.04 (16th
17 ed.),

18 Section 107(c) gives the court broad discretion to protect an
19 individual with respect to any information, including identifying
20 information, in a paper filed or to be filed with the court to the
21 extent that the court finds that disclosure of the information
22 would create an undue risk of identify theft or unlawful injury
23 to the individual or the individual’s property.

24 . . .

25 Unlike section 107(b), section 107(c) requires a showing of
26 cause. It does not require a request to the court; although most
27 orders under the section will be initiated in that manner, the
28 court can act *sua sponte*. There is also no requirement that a
request be made by a party in interest. However, the protection
of the subsection extends only to individuals, and only to
prevent injury to the person or property of individuals.

29 In this case, disclosure of the actual purchase price poses a risk to the individual Debtors
30 Anthony and Wendi Thomas and is not necessary. The Debtor requests that the Order on

1 Motion to Sell be filed under seal. Debtor will submit a non-redacted copy of the Order on
2 Motion to Sell with the Court under seal.

3 **CONCLUSION**

4 Accordingly, in order to keep the purchase price undisclosed the amount to be set
5 aside in the Law Offices of Alan R. Smith trust account sufficient to pay all creditors, as well
6 as federal capital gains taxes in full has been redacted from the Order on Motion to Sell, and
7 the Debtor requests that the set aside amount remain confidential, so as to keep the sale price
8 confidential. The sale is for a value far in excess of all secured and unsecured claims of both
9 this estate and the Thomas Bankruptcy Case. It is in the best interests of the individual
10 Debtors, Anthony and Wendi Thomas, that the purchase price remain confidential as
11 disclosure of the actual purchase price poses a risk to the individual Debtors and is not
12 necessary.

13 DATED this 14th day of July, 2014.

14 LAW OFFICES OF ALAN R. SMITH

15 By: /s/ Holly E. Estes
16 HOLLY E. ESTES, ESQ.
17 Attorney for Debtors
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